

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION

100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301

Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID

E-mail: purchase@fortlauderdale.gov

ITB NO. 542-9018

ISSUE DATE: 2/27/04

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**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.**

ON: 3/16/04

TITLE: CATERING SERVICES – CITY EMPLOYEES PICNIC 2004

PROCUREMENT SPECIALIST: Linda R. Wilson, C.P.M., CPPB

DEPT: Parks & Rec.

CONTACT FOR TECHNICAL QUESTIONS: Sue Molnar

PHONE: 954-828-5362

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes_____ No_____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ (800) _____	Web site address: http://www/ _____
FAX () _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<p>How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <u>Do not submit by facsimile. Facsimile bids will not be accepted.</u></p> <p>Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope:</p> <p>BID/RFP No. 542-9018 Title: Catering Services-City Employees Picnic 2004 Opens: 3/16/04 2:00 PM</p>	
<p>Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
Signature of Authorized Representative	Title (Typed or Printed)
Name of Authorized Representative (typed or printed)	Date

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.
- Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) "A Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its

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contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that

the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

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- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of

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the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida

PART I – SPECIAL CONDITIONS

1. PURPOSE: The City of Fort Lauderdale, Florida is hereby requesting bids from qualified vendors to provide **picnic catering services for the City employees' annual picnic**, in accordance with the Invitation to Bid (ITB) specifications.

2. ADDITIONAL INFORMATION: For information concerning bidding or technical procedures, contact the Procurement Specialist, Linda R. Wilson, at (954) 828-5933. Such contact should be for clarification purposes only. Material changes to the bid will only be handled through a written addendum.

3. QUESTIONS AND ADDENDUM: Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the Procurement Division in writing no later than **March 8, 2004 at 4:00 PM., EST.** If required, a written addendum will be issued within 2 days of said date, to all proposers who have received a copy of this Invitation To Bid (ITB). To facilitate receipt of questions they may be sent via FAX to (954) 828-5576, Attn: Linda Wilson, or by e-mail to lwilson@fortlauderdale.gov

PLEASE NOTE: No portion of your bid response can be sent via FAX.

4. EVENT INFORMATION: This scheduled event will be held on **Saturday, April 17, 2004, at Snyder Park, 3299 S.W. 4th Avenue, Ft. Lauderdale, FL. Picnic food service serving hours will be from 11:00 a.m. until 4:00 p.m. All other activities will cease at 5:00 p.m.**

5. SUBCONTRACTING: The Contractor should be capable of performing all of the requested services without subcontracting. In the event the Bidder wishes to use a subcontractor, complete information must be included with the bid response, and will be subject to City approval and acceptance. The sub-contractor shall be subject to the same specifications, terms and conditions of the ITB, including insurance requirements, as the Contractor. The Contractor will be held fully responsible for the subcontractor's actions.

6. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No Contract awarded under the terms, conditions and specifications of this ITB shall be sold, transferred, or assigned without the written approval of the City Manager, or designee.

7. PERMITS, TAXES, LICENSES: The successful Contractor shall at his/her own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

8. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he/she may be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract. See General Conditions Section 1.08 for MBE and WBE definitions.

8.1. CERTIFICATION BY BROWARD COUNTY, FLORIDA

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

9. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents/index.htm>.

10. INSURANCE REQUIREMENTS: The Contractor shall provide the City with the following required insurance:

(a) Workers' Compensation & Employer's Liability Insurance, as required by Florida state law, to include Employer's Liability: \$100,000.00. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Workers Compensation Insurance.

Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer. In such case, the firm must provide copies of their waivers as provided by FS440.05 & 440.055.

(b) Comprehensive General Liability Insurance: Minimum \$1,000,000.00

(c) Automobile Liability Insurance: Covering all owned, hired and non-owned automobile equipment

Limits: Bodily Injury: \$250,000 each person

\$500,000 each occurrence

Property damage: \$100,000 each occurrence

Combined single limit: \$1,000,000 (bodily injury and property damage combined)

The Contractor shall furnish to the Purchasing Division original Certificates of Insurance for both Comprehensive General Liability and Automobile Liability Insurance with the City shown as an "Additional Insured".

Bidder shall submit proof of all insurance coverages with the ITB response. **Only the successful bidder shall be required to have the City named as an "Additional Insured".**

The Certificates of Insurance must be furnished to the City's Purchasing Division and notification received of approval by the City's Risk Manager, prior to a Contract being issued or the commencement of any work. Such insurance shall provide the City with a minimum of thirty (30) days written notice of any cancellation or material change in any policy. Failure to provide the information, as required, within ten (10) days of the City's notification of award, may result in the termination of the contract and re-award to the next lowest responsible bidder.

11. QUALIFICATIONS OF THE BIDDER: Bids will be considered only from vendors who are regularly engaged in the business of providing large scale food concession/catering services as described in the ITB. Bidder shall provide the City with credentials supporting prior experience, expertise, sufficient financial capacity and resources, including organization and labor, to insure satisfactory execution of the services, if they are made an award under the terms, conditions and specifications of this ITB. Bidder shall provide a list of references for services provided for similar sized events, including other governmental agencies, current and past clients, and the number of years providing these services. **Bidders should submit copies of current business licenses, health department certifications, insurance certificates, etc. with the ITB response.**

12. CLEAN-UP: Upon completion of the required services at 4:00 p.m., the Contractor shall be responsible for the clean up of the immediate work site and for removal of their equipment on the same day. Any food or other items may be disposed of at the Contractor's discretion, but in accordance with regulations.

13. DISTRIBUTION OF FOOD: In general, no one shall be allowed to receive more than one or two reasonable portions of food, at a time, from any of the serving lines. Any problems shall be brought to the

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attention of a member of the City's catering committee.

At the completion of food service at 4:00 p.m., the Contractor is free to dispose of any food or other items as he/she wishes. However, NONE of these items shall be given away in bulk to any attendees prior to 4:00 p.m. on the day of the picnic.

14. MINIMUM GUARANTEE: The City shall provide the successful Contractor with a guaranteed number of persons, as are determined from advance ticket sales, **NOT LESS THAN FIVE (5) DAYS PRIOR TO THE PICNIC DATE.**

The City's Picnic Chairperson, or Procurement Division designee, shall provide the Contractor with any further adjusted numbers of advance ticket sales on Thursday, April 15, 2004.

15. THE CITY TO PROVIDE: The City shall provide picnic tables and benches for dining. The City shall also provide electrical service, trash receptacles, and removal and disposal of trash. The City shall be responsible for providing the beer and associated serving equipment and personnel. The catering Contractor will not be expected to provide any services related to alcoholic beverages.

16. EVALUATION AND AWARD: The contract will be awarded to the bidder quoting the lowest cost for all catering services contained in the ITB, **and who has met all other qualifications, including ability, experience with events of equal or greater size, satisfactory past performance, facilities, insurance, financial stability, organization and personnel, to provide the services requested.** Each of these factors will be equally considered.

Bidders shall include any information necessary to provide the City with sufficient documentation to evaluate their ability to perform the ITB services.

The City reserves the right to sample foods offered, as a part of the evaluation and award basis. The quality of the food offered, portion size, and total cost per person shall be included in the basis for award. The City reserves the right to make an award as shall be determined to be in its best interest.

17. PAYMENT: **The City does not make advance payment for catering services.** Full payment is usually made the day of the picnic for the per person guarantee. The successful Contractor shall provide a billing in advance, based on the minimum guarantee. **Additional charges, if applicable, shall be made subsequent to the picnic date, based on an actual gate ticket receipt count.** The City will process an invoice for payment of additional services based on mutual agreement and acceptance by the City.

If Bidder requires a signed agreement for catering services, a copy of that agreement must be included with the ITB response. Bidder should be aware that the City reserves the right to add, delete and/or modify any terms and conditions contained in such an agreement, as may be required by the City Attorney.

Bidder may request a payment schedule other than that specified, including any cash discounts, which may be offered for such special payment terms. However, the City reserves the right to reject, modify or accept, in its best interest, any alternate payment terms that may be proposed by the Bidder.

PART II – SCOPE OF SERVICES

1. PURPOSE: The City is seeking a qualified vendor to provide all food, soft drinks, utensils, cups, napkins, plates, condiments, equipment and supplies, cooking and serving tents and canopies, labor and supervision sufficient to provide picnic catering services for the City employees' annual picnic. The 2003 event's ticket sales were 933 adults and 267 children. Although they are not included in ticket sales or the total per person final guarantee count, the number of children 5 and under was approximately 125. The Contractor shall provide for their cost in the prices charged for adults and children 6-12.

This year the City anticipates a lower number of attendees, and will be requesting pricing based on three possible attendance projections (See Bid Summary Pages for pricing breakdown). All projections will need to accommodate approximately an additional 125 children age 5 and under, and potential additional gate sales, usually about 150-250.

The estimates provided are only our best anticipated attendance projections. They are estimates and no guarantee is given as to the actual number that shall be served as a result of this contract. If the Contractor has price breaks based on minimum attendance, it must be clearly defined within the Bid Summary pages under the PRICING section. The City shall provide a minimum guarantee not less than five days prior to the actual picnic date, unless otherwise mutually agreed between the City and the Contractor.

Note: Contractor should take into consideration that additional ticket sales subsequent to the guarantee count, and tickets sold at the gate on the day of the picnic might increase the final number of attendees.

2. GENERAL INFORMATION:

A. Event Location: Snyder Park, 3299 S. W. 4th Avenue, Fort Lauderdale, FL. A layout of the proposed picnic site is provided as Exhibit "A". The actual layout of these areas will be finalized between the successful Contractor and the Park Manager.

B. The Contractor may make prior arrangements to set-up his equipment at the picnic site beginning at 6:00 a.m. on the day of the event, or after 5:00 p.m. on the day prior. Set-up shall include tents for cooking and serving, but not for dining. The Contractor may make these arrangements in advance by contacting the Park Manager, Ronnie Lakatos, at (954) 828-3647.

C. The Contractor shall be set-up and prepared to serve all food and beverages commencing at 11:00 a.m. and continuing until 4:00 p.m., on Saturday, April 17, 2004.

3. SERVING SITES: The successful Contractor shall provide multiple serving sites for food and beverages, as well as the completion of any cooking on-site, as follows:

A. Main Serving Area:

- 1.) Two multi-station serving sites for chicken, BBQ pork, hamburgers, hot dogs, and hot side dishes or alternate menu selections as may be determined by the City, will be set up just East of the playground indicated on Exhibit "A". (See large letter "M" on attached map.) These serving sites shall allow for multiple lines or multi-directional food table service.
- 2.) Two soft drink stations will be set up in the same general vicinity as the sites in A1 above.

B. Auxiliary Serving Areas:

- 1.) Two serving sites for hamburgers, hot dogs, and hot accompaniments or alternate menu selections as may be determined by the City, will be set up. One of them will be located approximately 150 yards Southeast of the main serving area mentioned in A1 above and the other will be located just North of the playground. (See large letter "A" on attached map.)
- 2.) Two soft drink stations will be set up in the same general vicinity as the sites in B1 above.

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NOTE: Any and all salads, cold accompaniments, onions, lettuce, tomato, relishes, condiments, plates, napkins and utensils shall be set up apart from the serving lines. All cold salad items, lettuce, tomato, fresh fruit (if applicable), shall be kept on ice, in covered serving containers and under cover from the sun to prevent spoilage. All cooked items will be kept warm during the hours of food service.

4. CONTRACTOR STAFFING REQUIREMENTS: All food service personnel shall have head coverings and wear plastic serving gloves. All food service personnel shall use serving utensils for dispensing food items. The City requests the **Contractor provide a minimum of 20 qualified and experienced staff for the required services.** Information regarding the specific number of cooks, servers, and supervisors is required on the Bid Summary pages attached to the ITB.

5. FOOD AND BEVERAGE REQUIREMENTS: The City encourages Bidders to submit alternate menus and suggestions to provide a variety of picnic foods. Following is the suggested standard menu on which the bid should be based plus any alternate menu suggestions and prices offered by the Bidder. **Based on our past experience, budget and prior awards, menu selections and the proposed cost to the City should be based on an average cost per person for adults of \$7.90-8.25, children (6-12) \$4.50-5.25, and children (1-5) Free.**

A. Minimum Suggested Menu: Bidder shall provide the following minimum menu in sufficient quantities to feed those in attendance. Bidder shall quote a total cost per person based on this menu, minimum number of serving sites, and portion sizes. Portions are based on adult per person. Child portion should be specifically stated by Bidder, if different from portion size contained in the ITB specifications.

<u>ITEM DESCRIPTION</u>	<u>SERVING SIZE PER ADULT</u>
1.) <u>Main Menu Entrees:</u>	
a.) Chicken, grilled/barbecued	One quarter (1/4), w/skin, cut into 2 piece sections, leg & thigh/breast & wing. Whole chicken to be minimum 2-1/2 to 3 lbs. <u>NOTE: Chicken must be pre-cooked to insure sufficient doneness. Final cooking is to be completed by the Contractor at the picnic site.</u>
b.) Pork, barbecued	One quarter pound (1/4 lb.), shredded (not ribs) with bun.
c.) Hamburger, all beef, grilled,	Four ounces (4 oz.) minimum uncooked weight, with bun. Beef should be ground chuck; minimum grade "Good". Bidder shall state exact beef type, and grade proposed.
d.) Hot dogs, all beef, grilled	Minimum size 8/per pound, with bun. All beef only. Bidder shall state hot dog brand, content and weight/size proposed.
e.) Vegetarian Entrée Eggplant Parmesan	Eggplant cut into <1/2" thick disk like slices, breaded either baked or fried. Cooked eggplant slices covered with tomato type spaghetti sauce, melted mozzarella cheese and sprinkled with parmesan cheese. Eggplant slices can be cut in half if slices are large. Serving size should be approximately 4 ounces.

2.) **Side Dishes:** Bidder shall provide the following three main side dishes:

- a.) Cole Slaw
- b.) Baked beans – to be kept warm during food service hours.
- c.) Potato Salad

3.) **Beverages:**

- a.) **Soft Drinks:** Bidder shall provide assorted, 12 oz. soft drinks, including ice, and cups. Soft drinks may be canned, fountain beverages, or any combination. Soft drinks shall include diet and regular cola and non-cola sodas. It is requested that the assortment includes other drinks such as iced tea, unsweetened, and/or lemonade, regular and diet. Soft drink service shall be available beginning at 11:00 a.m. **The per person price quoted should be based on a minimum of three (3) soft drinks consumed per person. Bidder shall specify the type of soft drinks that will be included.**

4.) **Accompaniments:** To be included in total cost per person.

- a.) **Breads** – Dinner rolls and buns for hamburgers, hot dogs and BBQ pork.
- b.) **Condiments:** Butter, relish, mustard, ketchup, mayonnaise packets, lettuce, tomato, chopped onion, pickle slices, salt, pepper, regular sugar, sugar substitute. Those items requiring spoilage protection shall be kept iced during serving hours.
- c.) **Disposable Dinnerware:** Heavy-duty dinner plates, napkins and utensils (heavy duty knives, forks, and spoons).

5.) **Dessert:** Bidder shall **provide one (1) ice cream or frozen dessert per person as a part of the "per person" total cost.** The City desires to provide a choice of regular and low fat/low sugar (not sugar substitute) dessert for its employees.

I.e. : Individual ice cream bar and/or ice cream cup with spoon. Italian Ice and Frozen Yogurt low-fat/low-sugar (no sugar substitute). **Bidder to specify combination offered.**

B. Optional Menu Items – The City may wish to add some of the following items to the menu. The Bidders may specify any alternatives and their respective costs per person. However, the City reserves the right to make its final choice based on the original ITB specifications.

1.) **Side Dishes:** Bidder to indicate any alternate suggestions for side dishes and the per/person item cost. (I.e.: Green Garden Salad with packaged dressing selection; baked potato, sweet potato, etc.)

2.) **Entrée Dishes:** Bidder to indicate any alternate suggestions for entrees and the per/person item cost. (I.e.: "Veggie" Burgers; Chicken Wings; Sliced, baked ham; Sausages, grilled (Specify content), etc.)

3.) **Beverages:** Bidder to indicate additional per item cost to provide each optional beverage.

- a.) Fruit drinks and/or juices (specify juice content and size).
- b.) Hot coffee/tea: Bidder shall provide hot coffee and tea, dispensing equipment, all appropriate utensils, creamer, sweeteners (sugar and substitute) and stirrers, **FOR AM & PM SERVICE.**
- c.) Water: Bottled water - individual 12 oz. size only – **not gallon jugs!**

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- 4.) **Desserts:** Bidder to indicate additional per item cost to provide each optional dessert.
(I.e.: Fresh fruit, watermelon, sheet cake; etc.)
- 5.) **Cart Services:** Bidder is requested to **provide a total cost to the City for the following optional cart concession services. Proposed cost shall include cart, supplies, serving containers; and serving personnel, if applicable. If there is a minimum portion requirement/per cart, or additional supplies costs, Bidder shall provide those details in the Bid Summary pages for these items.**
- a) Popcorn
 - b) Snow Cones (slurpees)
 - c) Cotton Candy

BID SUMMARY PAGES

BIDDER TO COMPLETE THE FOLLOWING:

1. COMPANY NAME : _____
(legal registered)

PRINCIPAL CONTACT PERSON(S): _____
(Name & Title)

TELEPHONE NO: _____ FAX NO. _____

2. Is there anything contained in the ITB specifications, which is not included in your bid?
YES:____NO:____

If yes, please explain all variances, exceptions:

3. Bidder to provide a minimum of three references for whom services of equivalent size and nature have been provided. Include Contact name, telephone number and organization:

Contact Name	Phone Number	Organization
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Do you have the required insurance coverage? YES:____NO:____

Have you included a copy of your insurance certificates? YES:____NO:____

5. Are you licensed to provide these services? YES:____NO:____

Have you included copies of your licenses? YES:____NO:____

6. Are you certified by the Broward County Health Department to prepare and serve food products in accordance with the ITB specifications? YES:____NO:____

7. State the number and category of experienced, qualified, personnel to be assigned to this contract:

COOKS:_____ SERVERS:_____ SUPERVISORS:_____

8. Is an agreement required for the City to sign?

YES:____ NO:____

If YES, did you include a copy of that agreement? YES:____ NO:____

9. Bidder will check all items and provide details on any inclusions for the quoted "**Total Cost per person**". This information should include all entrees, side dishes, soft drink assortment, desserts, and any additional menu items or "extras/options" proposed by the Bidder and included in the per person price.

<u>Item</u>	<u>Included</u>	
Entree - Chicken	Yes____ No____	
Entree – BBQ Pork	Yes____ No____	
Entree - Hamburger	Yes____ No____	Grade_____
		Beef Type_____
Entree – Hot Dog	Yes____ No____	Brand/Content_____
		Unit Pack/lb. _____
Eggplant Parmigiana	Yes____ No____	
Side dish – Cole Slaw	Yes____ No____	
Side dish – Baked Beans	Yes____ No____	
Side dish – Potato Salad	Yes____ No____	
Beverage – Soft Drinks	Yes____ No____	
Types_____		

Breads – Rolls/Buns	Yes____ No____
Condiments	Yes____ No____
Exceptions?_____	

Disposable Dinnerware	Yes____ No____	
Dessert – Ice Cream	Yes____ No____	Sandwich____ or Cup____ (check one)
	Frozen_____	

Provide details on Dessert inclusions, assortment proposed

List any additional items included at no charge. If additional space is required, please provide as an attachment to your bid.

For the purpose of tabulation, the City will calculate the total cost on the regular specified menu and estimated quantities as follows:

OR
 III. \$_____ /per Adult X 850 + Adults = \$_____ Total
 \$_____ /per Child X 200 Children (6-12) = \$_____ Total
 No charge /per Child X 125 Children (1-5) = No charge
GRAND TOTAL \$_____

Adults _____
Children (6-12) _____

Side Dishes: Other item _____ plus \$_____/per person
 - Other item _____ plus \$_____/per person
 - Other item _____ plus \$_____/per person

Entrees: Other item _____ plus \$ _____/per person
- Other item _____ plus \$ _____/per person
- Other item _____ plus \$ _____/per person

Cart Service Options (all inclusive):

Popcorn: \$ _____ (includes _____/portions)

Snow Cones: \$ _____ (includes _____/portions)

Cotton Candy: \$ _____ (includes _____/portions)

Comments:

9018 Picnic 2004

NOTE: Map indicates year 2000 – use same format for year 2004.

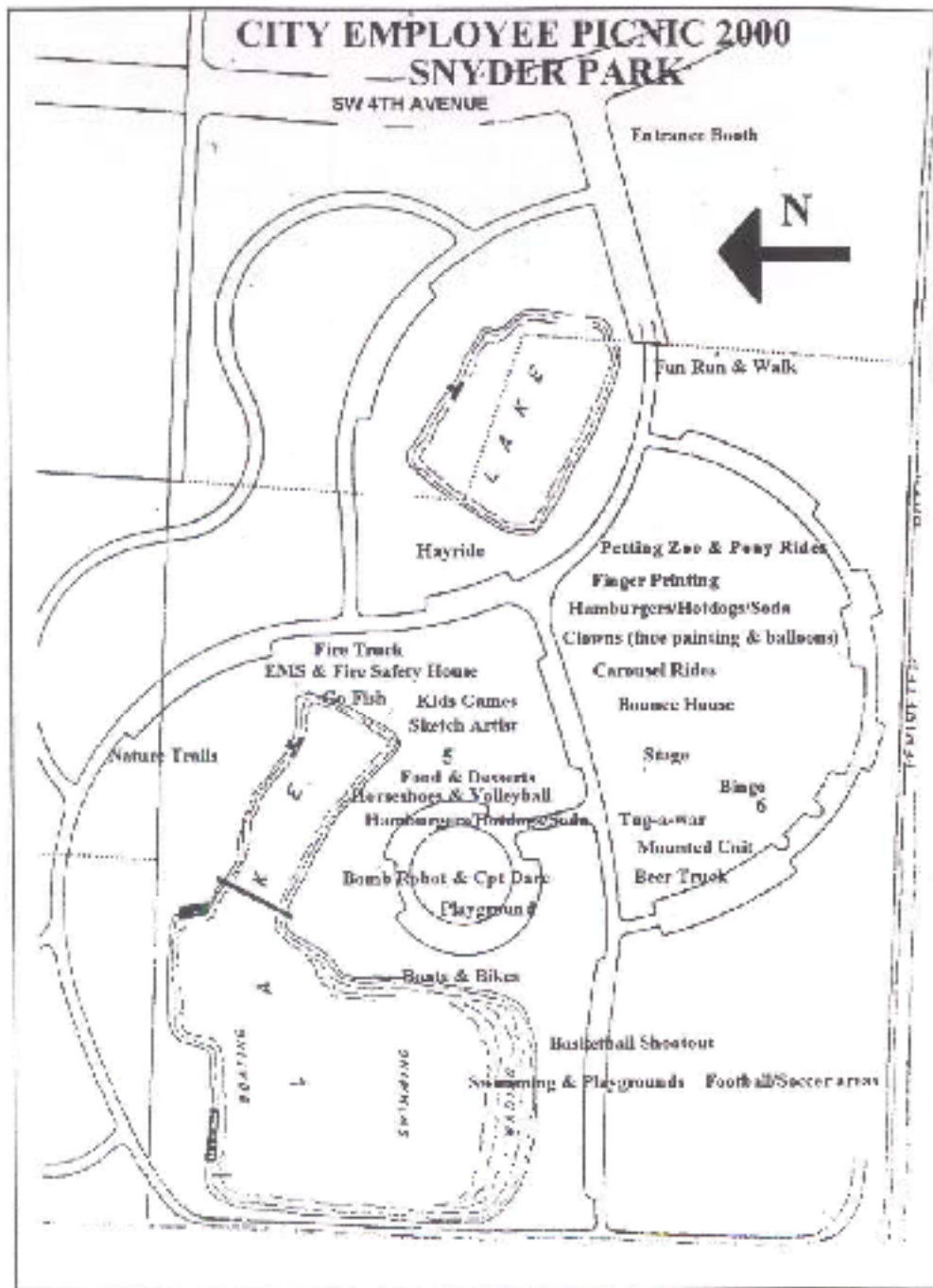


Exhibit "A"